

Todd Trierweiler
Todd Trierweiler & Associates
4721 NE 102nd Avenue
Portland, OR 97220
503-253-7777
503-253-2959 FAX
toddtr@bankruptcylawctr.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

T DARIOUS XAVIER,

Case No. 22-31672-thp13

DEBTOR'S LIST OF EXHIBITS

DEBTOR.

Debtor T Darius Xavier submits the following list of proposed exhibits for the evidentiary hearing scheduled for March 23, 2023, on 1) the Objection to Confirmation filed by Amber Lobry (Doc. No. 33), and 2) Debtor's Objection to the Proof of Claim filed by Amber Lobry (Doc. No. 39).

1. Stipulated General Judgment of Dissolution of Domestic Partnership, *In re Lobry and Xavier*, Clatsop County Circuit Court Case No. 18DR15484.
2. Satisfaction of Judgment, *In re Lobry and Xavier*, Clatsop County Circuit Court Case No. 18DR15484.

DATED this 16th day of March, 2023.

/s/ Stephen Gindling OSB# 012604
for Todd Trierweiler OSB# 853481

1 CERTIFICATE OF SERVICE

2 I certify that on March 16, 2023, I caused to be served via first-class mail a true and
3 complete copy of the foregoing Debtor's List of Exhibits to the following:

4 Nicholas J. Henderson
5 Motschenbacher & Blattner, LLP
6 117 SW Taylor St., Suite 300
Portland, OR 97204

7 The Chapter 13 Trustee and U.S. Trustee will receive notice of the same electronically
8 via ECF.

9
10 /s/ Stephen Gindling OSB# 012604
11 for Todd Trierweiler OSB# 853481
12 Attorney for Debtor
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CLATSOP

11	In the Matter of the Domestic Partnership of:)	Case No. 18DR15484
12	AMBER ROCHELLE LOBRY,)	
13	Petitioner,)	GENERAL JUDGMENT OF
14	and)	DISSOLUTION OF DOMESTIC
15	T. DARIOUS XAVIER,)	PARTNERSHIP
16	Respondent.)	(Stipulated)

THIS MATTER comes before the Court by way of the parties' stipulation, as evidenced by their signatures and the signature of counsel below. Petitioner, Amber Lobry, is represented by Stacy C Rodriguez, Respondent, T. Darious Xavier is represented by Terry McCormick. Based upon the parties' agreement and the records and files herein, the Court, being fully advised, hereby makes the following:

FINDINGS OF FACT

1. The parties began cohabitation August 3, 2008, and have cohabited with each other in a domestic partnership on a continuous basis until July 19, 2017.

1 2. In entering into their cohabitation, it was the intent of the parties to establish a
2 domestic partnership and to pool their resources together for their mutual use and
3 benefit and to own and acquire property and debt on a joint and equal basis. Since the
4 date their cohabitation began, the parties have shared mutual financial involvement
5 and interdependence.

6 3. Petitioner and Respondent are residents of Clatsop County and the State of
7 Oregon for at least six months prior to the filing of the Petition for Dissolution of
8 Domestic Partnership.

9 4. There have been two children born to the parties of this domestic partnership,
10 namely Trysthan Tawne Lobry-Xavier and Sebastian Gracen Xavier. Custody and
11 parenting time regarding these children has been addressed in a separate case. *See*
12 *Clatsop County Circuit Court Case Number 17DR20984.*

13 5. There is certain property owned by the parties over which the Court hereby
14 takes jurisdiction and will make awards.

15 6. The parties' biographical information is as follows:

16 PETITIONER

17	Name:	Amber Rochelle Lobry
18	Address:	Submitted in Confidential Affidavit per UTCR 2.130
19	Telephone Number:	Submitted in Confidential Affidavit per UTCR 2.130
20	Employer:	Submitted in Confidential Affidavit per UTCR 2.130
21	Employer Address:	Submitted in Confidential Affidavit per UTCR 2.130
22	Employer Phone Number:	Submitted in Confidential Affidavit per UTCR 2.130
23	Date of Birth:	Submitted in Confidential Affidavit per UTCR 2.130
24	Driver's License Number:	Submitted in Confidential Affidavit per UTCR 2.130
25	Social Security Number:	Submitted in Confidential Affidavit per UTCR 2.130

26 RESPONDENT

1 Name: T. Darius Xavier
2 Address: Submitted in Confidential Affidavit per UTCR2.130
3 Telephone Number: Submitted in Confidential Affidavit per UTCR 2.130
4 Employer: Submitted in Confidential Affidavit per UTCR 2.130
5 Employer Address: Submitted in Confidential Affidavit per UTCR 2.130
6 Employer Phone Number: Submitted in Confidential Affidavit per UTCR 2.130
7 Date of Birth: Submitted in Confidential Affidavit per UTCR 2.130
8 Driver's License Number: Submitted in Confidential Affidavit per UTCR 2.130
9 Social Security Number: Submitted in Confidential Affidavit per UTCR 2.130

10 7. This Court accepts the representation made by Petitioner and Respondent that
11 the parties have been advised of their obligation to provide documents pursuant to
12 ORS 107.089 and their right to conduct formal discovery and to complete the
13 production of financial documents to each other. The parties represent that they are
14 aware of the extent, nature and value of their income, assets and liabilities and,
15 therefore, agree to waive their right to conduct formal discovery in excess of that
16 already done. The parties acknowledge that the disposition of property herein,
17 whether or not equal, is just and proper in all the circumstances. The parties warrant
18 to the other and to this Court that each has entered into this Stipulated General
19 Judgment voluntarily. Both parties have had the opportunity to consult with
20 independent legal counsel. Petitioner hereby acknowledges that she has received
21 adequate legal representation. Respondent hereby acknowledges that he has received
22 adequate legal representation.

23 8. The terms of this Stipulated General Judgment represent a compromise of
24 disputed issues in some instances. Each party acknowledges that there have been no
25 representations or promises of any kind that have been made to him or her as an
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1 inducement to enter into the agreement represented by this Stipulated General
2 Judgment other than those expressly set forth herein.

3 9. The parties acknowledge that their agreement is based upon their anticipation
4 and reliance on each party assuming the debts allocated to each party in this
5 Stipulated General Judgment.

6 THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED:

7 1. REVOCATION OF WILL: Any will of either party antedating the date hereof is
8 revoked, insofar as its terms benefit the other party, unless its terms express a contrary
9 intention.

10 2. REVOCATION OF BENEFICIARIES: Except as otherwise provided herein, it is
11 ordered that this shall serve as revocation of each party as beneficiary, if any, on all life
12 insurance policies on the life of the other party and any pension and profit sharing plan of the
13 other party, even though no formal change of beneficiary may be made in the future to the
14 insurance carrier by either party except as herein and otherwise provided.

15 3. RESIDENCE: Respondent, T. Darius Xavier, shall be awarded the family home
16 located at 1653 Lea Way, Seaside, Oregon 97138 and the adjacent lot subject to an
17 equalizing judgment awarded to Petitioner in the amount of \$135,000.00 (see paragraph 7
18 below).

19 a. It is anticipated the Respondent will be able to pay the equalizing judgment
20 in full within thirty (30) days. If for any reason Respondent is unable to
21 comply with this condition, Respondent shall refinance the home/property
22 within ninety (90) days of the signing of this judgment to remove
23 Petitioner's name from the mortgage. Once refinanced, Petitioner will
24 forward a signed a bargain and sale deed to Respondent transferring the
25 property into Respondent's name. If for any reason Respondent is unable
26 to refinance, he shall place the property on the market immediately. The

1 asking price shall be agreed to by the parties. If the parties are unable to
2 agree the real estate agents recommendation shall control. If not sold
3 within ninety 90 days, the asking price will be reduced by 5% every thirty
4 (30) days until sold. Once sold, any remaining equity shall be split 50/50
5 between the parties.

6 b. While he resides in the home, Respondent shall be responsible for all
7 financial obligations relating to this residence and related lot including any
8 rent, mortgage, utilities, taxes and insurance and any and all past due
9 financial obligations. Respondent shall remain current on all mortgage
10 payments.

11 4. BUSINESS: Respondent, T. Darius Xavier, shall be awarded the business known as
12 TDX Construction, LLC free and clear of any interest of Petitioner and subject to any
13 underlying encumbrances, from which he shall indemnify and hold Petitioner harmless.
14 Respondent is awarded all assets currently within the possession of the business. Respondent
15 will be responsible for any and all past or present debts and liabilities related to TDX
16 Construction, LLC. Petitioner shall provide any information she has regarding TDX to
17 Respondent within 30 days. This includes any passwords relating to TDX email or other
18 accounts.

19 5. VEHICLES: Petitioner and Respondent are awarded the vehicles currently in their
20 possession subject to all costs associated. Both parties shall maintain insurance their own
21 insurance on these vehicles if driven.

22 6. PERSONAL PROPERTY:

23 a. Petitioner is awarded the following personal property free and clear of any
24 interest of Respondent and subject to any underlying encumbrances, from
25 which she shall indemnify and hold him harmless:

26 i. All bank accounts in her separate name;

- 1 ii. All retirement accounts in her separate name;
2 iii. All personal property currently in her possession;
3 iv. Pictures in baby room and copies of family photos on walls;
4 v. All her fitness and gym gear;
5 vi. Desktop computer and office equipment (computer, printer etc);
6 vii. All files in her office excluding those relating to TDX Construction
7 or personal to Respondent;
8 viii. Her desk;
9 ix. Paris painting;
10 x. Jewelry and jewelry box—excluding any jewelry belonging to
11 Respondent;
12 xi. Her clothes.
- 13 b. Respondent is awarded the following personal property free and clear of
14 any interest of Petitioner and subject to any underlying encumbrances, from
15 which he shall indemnify and hold her harmless:
- 16 i. All bank accounts in his separate name;
17 ii. All retirement accounts in his separate name;
18 iii. All personal property currently in his possession other than those
19 items specifically listed in paragraph 5(a)(i-xi) above.
- 20 c. The parties expressly acknowledge that other than those items identified
21 above, all furniture, clothing, jewelry, appliances, equipment and other
22 personal effects of any nature will have been divided by the parties.

23 7. DEBTS AND LIABILITIES:

- 24 a. Petitioner shall be solely responsible for the following debts and
25 obligations from which Petitioner shall hold harmless and indemnify the
26 Respondent:

- 1 i. All charge card indebtedness and other debts currently maintained
2 in Petitioner's sole name.
- 3 b. Respondent shall be solely responsible for the following debts and
4 obligations from which Respondent shall hold harmless and indemnify the
5 Petitioner:
- 6 i. All charge card indebtedness and other debts currently maintained
7 in Respondent's sole name.
- 8 ii. Any and all indebtedness related to the business known as TDX
9 Construction LLC.
- 10 8. EQUALIZING JUDGMENT: In order to equalize the division of assets, Petitioner
11 shall have a judgment against Respondent in the amount of \$135,000.00. This equalizing
12 judgment shall be payable in full within 30 days of the signing of this General Judgment.
- 13 9. JUDGMENTS FOR INDEBTEDNESS: Each party shall have judgment against the
14 other on account of any debt he/she has to pay which is not his/her responsibility as set forth
15 in this Judgment of Dissolution of Domestic Partnership. All judgments with regard to this
16 section shall be property settlement between the parties, and shall bear interest at the
17 judgment rate. Such interest shall begin to accrue at the time one party pays the debt which
18 the other party is required to pay under the terms of this Judgment of Dissolution of
19 Domestic Partnership.
- 20 10. To the best of each party's knowledge, there are no remaining joint charge cards in
21 use or other accounts that could result in joint liability if used by either party. If any such
22 joint accounts are still in existence, both parties shall cooperate in seeing that the accounts
23 are either canceled or separated, and both parties shall refrain from using such joint accounts
24 until this can be accomplished. If either party should incur indebtedness on a joint account,
25 the party incurring the debt shall be solely liable for that debt, and shall indemnify and hold
26 the other harmless therefrom;

1 11. The parties agree that the obligation to hold each other harmless as set out in this
2 Stipulated General Judgment of Dissolution of Domestic Partnership means specifically to
3 indemnify the other from any liability on the debt, including all reasonable costs, attorney
4 fees, judgments and liens incurred by the non-responsible party as a result of the responsible
5 party's failure to pay such indebtedness.

6 12. NECESSARY DOCUMENTS:

- 7 a. Transfer of Assets: Both parties are ordered to sign whatever documents
8 may be necessary to complete the transfer of all assets and property and to
9 complete the terms and provisions of this Stipulated General Judgment. If
10 either party fails to execute such documents within 30 days of the entry
11 date of this Stipulated General Judgment, this document shall become
12 equivalent thereto in accordance with ORCP 78.
- 13 b. Exchange of Records: Each party shall deliver to the other all documents
14 and records in his or her possession or control relating to all assets awarded
15 to the other party within 30 days of the entry date of this Stipulated General
16 Judgment.

17 13. ATTORNEY FEES: Each party shall be responsible for his or her own attorney fees

18 14. ATTORNEY FEE PROVISION. If any suit, except for the pending domestic
19 relations suit, action or other proceeding or appeal from a decision therein is instituted to
20 establish, obtain or enforce any right resulting from this agreement, the prevailing party shall
21 be entitled to recover from the other party, in addition to costs and disbursements, such
22 additional sums as the court may adjudge reasonable as attorney fees, both in the trial and
23 appellate court.

24 15. MONEY AWARD:

25 EQUALIZING JUDGMENT

26 JUDGMENT CREDITOR:

Amber Lobry

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JUDGMENT CREDITOR’S ATTORNEY:

Additional information
segregated pursuant to UTCR
2.130

Stacy C. Rodriguez
Attorney for Petitioner
PO Box 952
Cannon Beach, OR 97110
scrclaw00@gmail.com

JUDGMENT DEBTOR:

T. Darius Xavier
Additional information
segregated pursuant to UTCR
2.130
Last four SS #

JUDGMENT DEBTOR’S ATTORNEY:

Terry McCormick
Attorney at Law
1 12th Street, Suite 8
Astoria, Oregon 97103
tmccormick@tmccormicklaw.com

JUDGMENT AMOUNT:

\$135,000.00 equalizing
Judgment, payable within 30
days of the signing of this
judgment.

JUDGMENT ARREARS:

None

POST JUDGMENT INTEREST:

Nine percent (9%) per annum
simple interest on support
arrearages from the date the
arrearage accrues until
paid in full.

PREJUDGMENT INTEREST:

None

ATTORNEY’S FEES:

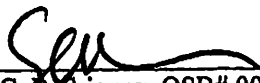
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Signed: 6/14/2019 09:25 AM


Circuit Court Judge Cindee S. Matyas

PREPARED AND SUBMITTED BY:


Stacy C. Rodriguez, OSB# 004419
Attorney for Petitioner
PO Box 952
Cannon Beach, OR 97110
(503) 436-1960
scrlaw00@gmail.com

APPROVED AS TO FORM:


Terry McCormick, OSB # 031509
Attorney for Respondent
1 12th Street, Suite 8
Astoria, Oregon 97103
tmccormick@tmccormicklaw.com

PAGE 10 of 12 – STIPULATED GENERAL JUDGMENT OF
DISSOLUTION OF DOMESTIC PARTNERSHIP

STACY C. RODRIGUEZ, OSB #004419
ATTORNEY AT LAW
P.O. Box 952
Cannon Beach, OR 97110
(503) 436-1960

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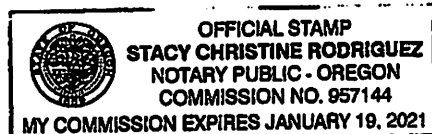
STIPULATION

STATE OF OREGON)
) ss:
County of Clatsop)

I, Amber Lobry, Petitioner in the above captioned proceeding, do swear and acknowledge that the above stipulation has been freely and voluntarily entered into by me. I do further consent to and request the entry of a Judgment consistent with the above stipulation.


Amber Lobry, Petitioner

SUBSCRIBED AND SWORN to before me this 12th day of June, 2019.




Notary Public for Oregon
My Commission Expires: 1/19/21

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STIPULATION

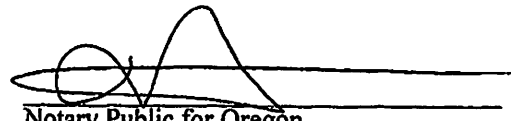
STATE OF OREGON)
County of CLATSOP) ss:

I, T. Darius Xavier, Respondent in the above captioned proceeding, do swear and acknowledge that the above stipulation has been freely and voluntarily entered into by me. I do further consent to and request the entry of a Judgment consistent with the above stipulation.


T. Darius Xavier, Respondent

SUBSCRIBED AND SWORN to before me this 12th day of June, 2019.




Notary Public for Oregon
My Commission Expires: April 15, 2022

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CLATSOP

In the Matter of:

AMBER ROCHELLE LOBRY,

Petitioner,

and

T. DARIOUS XAVIER,

Respondent.

Case No. 18PO09632

CERTIFICATE OF READINESS

I, Stacy C. Rodriguez, attorney for Amber Lobry, hereby certify this proposed

judgment/order is ready for judicial signature because:

☐ service is not required under UTCR 5.100 (1)(c) because the other party has been found in default or an order of default is being requested with this proposed judgment/order;

☐ this judgment/order is submitted ex parte as allowed by statute or rule;

☐ this judgment/order is being submitted in open court with all parties present.

☒ each party affected by this judgment/order has stipulated to or approved the judgment/order, as shown by the signatures on the judgment/order, or by written confirmation sent to me.

☐ I have served a copy of this judgment/order and the Notice of Proposed Judgment/order to all parties entitled to service. And: No objection has been served on me within the 7-day time frame.

☐ I have served a copy of this judgment/order and the Notice of Proposed Judgment/order to all parties entitled to service. And: I received objections that I could not resolve with the other party


PAGE 1 of 2 – CERTIFICATE OF READINESS

STACY C. RODRIGUEZ, OSB #004419
ATTORNEY AT LAW
P.O. Box 952
Cannon Beach, OR 97110
(503) 436-1960

1 despite reasonable efforts to do so. I have filed with the court a copy of the objections I received and
2 indicated which objections remain unresolved.

3 ☐ after conferring about objections, the other party agreed to file any remaining objection with
4 the court.

5 DATED this 12th day of June, 2019.
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9 _____
10 Stacy C. Rodriguez, OSB #004419
11 Attorney for Petitioner
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CLATSOP

IN THE MATTER OF THE DOMESTIC PARTNERSHIP OF:

AMBER ROCHELLE LOBRY,

CASE 18DR15484

Petitioner,

SATISFACTION OF JUDGMENT

and


T. DARIOUS XAVIER,

Respondent.

Full satisfaction is acknowledged of the equalizing judgment in the amount of \$135,000 ordered in Section 15 (MONEY AWARD) of the General Judgment of Dissolution of Domestic Partnership executed by the Parties on June 12, 2019 and by the Court on June 14, 2019 and entered in the above-entitled matter. The Clerk of Court is authorized to enter this satisfaction of judgment.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Dated this 17 day of July 2019.


Amber Rochelle Lobry, Petitioner

Terry McCormick - OSB 076483
No. 1 12th Street, Suite 8
Astoria, OR 97103
(503) 325-2501 - (503) 325-2533 (Fax)
tmccormicklaw@yahoo.com

1 - SATISFACTION OF JUDGMENT

Submitted by:



Terry McCormick
Attorney for Respondent

2 - SATISFACTION OF JUDGMENT

Terry McCormick - OSB 076483
No. 1 12th Street, Suite 8
Astoria, OR 97103
(503) 325-2501 - (503) 325-2533 (Fax)
tmccormicklaw@yahoo.com